

General Terms and Conditions of Sale
Thomas & Betts Corporation — Electrical Division
Effective September 22, 2008

Except to the extent otherwise stated in a separate agreement signed by Thomas & Betts, the following Terms and Conditions will govern all transactions between the Electrical Division of Thomas & Betts Corporation ("T&B") and any party placing orders with or otherwise purchasing products sold through the Electrical Division of T&B. By placing an order with T&B, the customer acknowledges its unqualified acceptance of these terms and conditions. No modification of these terms and conditions and no term or condition stated in any customer document or electronic communication will be binding on T&B unless the term or condition has been specifically approved in writing by an authorized representative of T&B.

Payments

Payment terms are 2% 10th *prox.*, Net 25th (*prox.*). For invoices dated 1st through 25th of the month: 2% cash discount if paid by the 10th of the following month; net invoice amount is due by the 25th of that month. For invoices dated 26th through 31st of the month: 2% cash discount if paid by the 10th of the next following month; net invoice amount is due by the 25th of that month. A finance charge of one and one-half percent per month (or at the highest rate allowed by law, whichever is less) will be assessed on past due balances. T&B reserves the right to set off any amounts owed to T&B against any credits due.

Shipments

1. All orders are f.o.b. shipping point. Full freight will be allowed on shipments of \$2,500 or more to destinations in the continental United States.*
2. T&B will use its discretion in routing all shipments. Air shipments will be made upon request by Customer if Customer will assume all transportation and handling charges.
3. When the transportation charges are the responsibility of or assumed by Customer, shipments will be made prepaid and all applicable transportation and handling charges added to the invoice.
4. Customer will be responsible for filing claims with the carrier for damage, shortages or losses in shipment.
5. All accepted orders, whether or not delivery dates are specified thereon, are subject to delays or failures in manufacture or delivery due to causes beyond the control of T&B.

*NOTE: Minimum shipment for freight allowance on cable tray products is \$6,000. Minimum shipment for freight allowance on Ocal products is \$6,000. Other product lines may be subject to unique freight terms; contact your sales rep for clarification.

Pricing Information

1. Orders of any size will be accepted. However, orders less than \$150.00 will be subject to a \$25.00 handling charge. Handling charge does not apply to any orders transmitted via T&B Access.
2. T&B quotation numbers must be referenced and P.O.s must include the quoted prices to receive quoted discounts. Failure to include this information will result in orders charged at standard distributor price. Quotations are our interpretation of the requirements and include only the material described and listed on the quotation. Quotations terminate 30 days after issue date, unless otherwise stated.
3. Orders must include the correct prices and discounts that should be invoiced by T&B. Additional discounts to the invoiced price will be rebilled. T&B reserves the right to reject orders with incorrect terms. Orders for special products not appearing in our catalogs or price sheets may be shipped and charged within 10% above or below the quantity ordered.
4. Prices, minimum/multiple amounts and inventory classes are subject to change without notice and are those in effect at the time of shipment. All quoted prices are subject to change in

the event of any increase in raw material or energy costs. All clerical, typographical and mathematical errors in any quotation are subject to correction by T&B.

Sales Tax

Customer will be responsible for applicable sales, use, excise and other taxes imposed by law on the sale of T&B products.

Credits

Credits are subject to deduction of 2% cash discount. All credits issued by T&B expire 180 days from the original date of issue.

Returned Goods

1. Product return privileges are allowed only for administrative errors by T&B or for products found to be defective under T&B's warranty. No annual returns (stock rotations) will be accepted.
2. 2% cash discount will be deducted by T&B from all returns.
3. Any material which has been in stock more than 12 months from the date of the original invoice is not acceptable for administrative return. Products subject to administrative returns must be in resalable condition.
4. All returned material is to be shipped freight prepaid. No other return shipments will be accepted.
5. All products returned for repair under warranty will be repaired or replaced at no charge. Products must not be returned to the factory until a written return material authorization has been requested and received by Customer.
6. All returns are subject to inspection and acceptance by T&B.

Cancellations

1. Cancellation of orders will be accepted only with the understanding that T&B will be reimbursed for costs incurred as a result of the cancellation.
2. Specials and "made-to-order" products (either published or unpublished) are non-cancelable and non-returnable.

Claims

1. Claims for shortages must be made within 15 days of the date of invoice. Claims beyond 15 days will not be allowed.
2. All other claims (including claims for pricing errors and special price agreement claims) must be made within 180 days of the date of invoice. Claims beyond 180 days will be disallowed.

Limited Warranty

1. T&B warrants that its products will be free from defects in material and workmanship for a period of two years (tools are warranted for ninety days) from the date of shipment. Upon prompt notification of a warranted defect, T&B will, at its option, repair or replace any products found to be defective.
2. In no event will T&B be liable for any consequential, indirect or special damages, nor (except as may otherwise specifically be agreed to in writing through an authorized representative) shall T&B be liable for transportation, labor, or other charges arising out of the removal or reinstallation of its products. Liability for breach of warranty is limited to the cost of repair or replacement of the warranted product.

Notice

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED.